

This Agreement dated May 22, 2025 between the *Owner, City of Blair* and the *Project Advisor, Project Advocates*, shall define the services and terms agreed to execute the project advisory services for the Construction Administration Services for the **30" Water Main Extension Project in the City of Blair**

The Owner's Designated Representative is CJ Heaton
The Project Advisor's Designated Representative is Chris Bilau

Project Advisory Services:

Project Construction Administration Services – Assuming June thru Sept 2025 Schedule

- Construction and Contract Administration.
- Daily check-in on the project with the General Contractor.
- Coordinate on-site construction activities with City's Stakeholders and Operations along with Cargill.
- Assist as needed with Project Planning and Project Schedule.
- Attend periodic project progress meetings as an agent of the Owner, advising Owner about project health and decisions.
- Prepare weekly schedule updates and Monthly Project/Budget Reports.
- Provide oversight of the change management process.
- Review monthly draw packages and prepare a summary to Owner for processing.
- Document and Advise on any Claim issues as requested.

Monthly Project Construction Administration Services Fee = Anticipated to range from \$9,500 - \$14,500 to be invoiced at hourly rates

Fee will be invoiced monthly based on the overall project Effort Schedule.

The Basic Program Advisory Services shall be invoiced monthly as incurred on the following rate schedule:

Principal	\$205/hr
Partner/Advocate/Engineer	\$180/hr
Associate/Estimator	\$150/hr
Administrative Support	\$ 95/hr

Reimbursable costs shall be paid in addition to the fixed fee with a 10% mark up to cover administrative cost. Reimbursable Costs include:

All travel expenses (outside the Omaha metro area), printing, permitting, and design related consultant costs.

Terms and Conditions for the entire agreement:

Extent of Project Advisor's Responsibilities: The Project Advisor shall exercise reasonable care in preparing/reviewing schedules and estimates. The Project Advisor, however, does not warrant or guarantee estimates and schedule except as may be agreed to in a separate agreement. The Project Advisor is not required to design the Project within the Owner's budget or to ascertain that the Drawings and Specification are so designed or are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Advisor shall promptly report to the Architect, Contractor, and Owner any nonconformity discovered by or made known to the Project Advisor.

Conflict Resolution: Both parties agree to resolve conflicts using mediation and if necessary, binding arbitration. Both parties agree that liability and damage claims shall not exceed 50% of the value of the fee.

Termination: The Owner may terminate this agreement with twenty-one (21) days written notice with or without cause and the Project Advisor may also terminate the agreement with twenty-one (21) days written notice if payment terms are not met or agreement is extended past the agreed upon schedule. Project Advisor shall be paid for all services provided up to the date of termination plus reasonable demobilization costs.

Payment Terms: Services, reimbursable cost, and fees are to be provided as authorized and shall be invoiced monthly as incurred and paid net 30.

The undersigned agrees to the terms of this agreement hereby gives notice to proceed with executing the services described.

Owner,
City of Blair

Project Advisor,
Project Advocates

By: CJ Heaton-Director of Public Works
It's Designated Representative

By: Chris Bilau-Partner
It's Designated Representative

Date: _____

Date: _____